

AGREEMENT BETWEEN
KING COUNTY AND
WASHINGTON STATE NURSES ASSOCIATION
REPRESENTING EMPLOYEES IN
SEATTLE KING COUNTY PUBLIC HEALTH

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These Articles constitute an Agreement, terms of which have been negotiated in good faith between King County (hereinafter referred to as the Employer) and the Washington State Nurses Association (hereinafter referred to as the Association). This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between Seattle King County Public Health (hereinafter, the Department) and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with Seattle King County Public Health and to set forth in writing the negotiated wages, hours and other working conditions of such employees in appropriate bargaining units provided the Employer has authority to act on such matters. The objective of this Agreement is to promote cooperation between the Department and its employees. This Agreement and the procedures which it establishes for the resolution of differences is intended to contribute to the continuation of good employee relations.

1 **ARTICLE 2: NON-DISCRIMINATION**

2 **Section 2.1 *Gender-Neutral Language:*** Whenever words denoting gender are used in this
3 Agreement, they are intended to apply equally to either gender.

4 **Section 2.2 *Non-discrimination:*** The Employer and the Association further agree that they
5 will not discriminate against any nurse by reason of race, color, age, sex, marital status, sexual
6 orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any
7 sensory, mental or physical handicap, unless based on a bona fide occupational qualification
8 reasonably necessary to the normal operation of the Employer.

9 **Section 2.3 *Avenue of Redress:*** Complaints or charges under this Article shall be pursued
10 through appropriate equal employment opportunity agencies of the Federal, County, City or State,
11 rather than through the contract grievance procedures. Employees are encouraged to discuss issues of
12 concern related to this Article with the Employer's Equal Employment Opportunity Coordinator.

1 **ARTICLE 3: RECOGNITION, BARGAINING UNIT MEMBERSHIP AND DUES**

2 **Section 3.1 *Bargaining Unit:*** The Employer hereby recognizes the Association as the
3 exclusive collective bargaining representative for the purposes stated in Chapter 41.56 RCW, of all
4 employees employed within the Department as defined by the classifications listed in Addendum A to
5 this Agreement. This shall include all full-time regular, part-time regular, probationary, term limited
6 temporary, part-time and temporary as these terms are defined in Article 21. Should the Employer
7 create a new non-management classification that requires an RN or LPN license, the Employer will
8 notify the Association for the purposes of negotiating an appropriate wage rate.

9 **Section 3.2 *Non-Discrimination:*** The Employer agrees that the Association has the right to
10 encourage all employees in the bargaining unit to become and remain members in good standing of
11 the Association, and the Association accepts its responsibility to fairly represent all employees in the
12 bargaining unit regardless of membership status. Neither party shall discriminate against any
13 employee or applicant for employment on account of membership in or non-membership in any
14 association or other employee organization.

15 **Section 3.2.1 *Association Activity:*** No employee shall be discriminated against for any
16 lawful Association activity.

17 **Section 3.3 *Payroll Deduction:*** The Employer agrees to deduct from the pay check of each
18 employee who has so authorized it, the regular monthly dues uniformly required of members of the
19 Association. The amounts deducted shall be transmitted monthly to the Association on behalf of the
20 employees involved by the tenth of the month following the payroll deduction date. Authorization by
21 the employee shall be on a form approved by the parties hereto and may be revoked by the employee
22 upon request. The performance of this function is recognized as a service to the Association by the
23 Employer. The Association will indemnify, defend and hold the County harmless against any claims
24 made and against any suit instituted against the County on account of any check-off of dues for the
25 Association. The Association agrees to refund to the County any amounts paid to it in error on
26 account of the check-off provision upon presentation of proper evidence thereof.

27 **Section 3.4 *Association Membership:*** It shall be a condition of employment that all nurses
28 working under this Agreement on its effective date who are members of the Association and all

nurses who become members of the Association during their employment by the Employer shall remain members in good standing for the life of the Agreement. All nurses who are not members and all new nurses hired on or after the effective date of this Agreement may not be required to join the Association as a condition of employment but within thirty-one (31) days from the effective date of this Agreement or the date of hire shall, as a condition of employment, pay to the Association an amount of money equivalent to the regular Association dues or pay an agency fee to the Association for their representation to the extent permitted by law. The requirement to join the Association and remain a member in good standing shall be satisfied by the payment of regular dues or agency fees uniformly applied to other members of the Association for the class of membership appropriate to employment in the bargaining unit. The Association shall notify the Employer in writing of the failure of any nurse to become or remain a member in good standing in violation of this Article. No request for termination shall be made by the Association until at least fourteen (14) days after the sending of the aforementioned notice.

Section 3.5 *Discharge for Failure to Meet Association Membership Requirements:* Failure by an employee to abide by Section 3.4 shall constitute cause for discharge of such employee; provided that when an employee fails to fulfill the above obligation, the Association shall provide the employee and the Employer with thirty (30) days written notification of the Association's intent to initiate discharge action, and during this period the employee may make restitution in the amount which is overdue.

If the employee has not fulfilled the above obligation by the end of the Association's thirty (30) calendar day discharge notification period, the Association will thereafter notify the King County Director of the Human Resources Division (HRD) in writing, with a copy to the Department Director, County Labor Relations Manager, and the employee, of such employee's failure to abide by Article 3 as applicable. In this notice the Association will specifically request discharge of the employee for failure to abide by the terms of the Agreement between the Employer and the Association.

Section 3.6 *Religious Exemptions:* Employees who can substantiate in accordance with case law bona fide religious tenets or beliefs or tenets that prohibit the payment of dues or initiation fees to union organizations shall contribute an amount equivalent to regular Association dues and initiation

1 fees to a non-religious charity or another charitable organization mutually agreed upon by the
2 employee affected and the bargaining representative to which such employee would otherwise pay the
3 regular monthly dues and initiation fee. The employee shall provide the Association with a receipt as
4 proof of payment to the non-religious charity.

5 **Section 3.7 Visitation:** A Representative of Washington State Nurses Association may, after
6 notifying the Department Official in charge who is outside of the bargaining unit, visit the work
7 location of employees covered by this Agreement at any reasonable time for the purpose of
8 investigating grievances. Such Representative shall limit his/her activities during such investigation
9 to matters relating to this Agreement. Department work hours shall not be used by employees or the
10 Representative of Washington State Nurses Association for the conduct of Association business or
11 the promotion of Association affairs.

12 **Section 3.8 Bargaining Unit Roster:** Annually, in the month of April, the Employer will,
13 upon request, provide to the Association a complete list of employees covered by this Agreement.
14 The list will include the name, address, telephone, status, job title and date of hire for each employee.
15 In addition, the Employer will provide a monthly payroll register update.

16 **Section 3.9 Orientation:** The local unit chairperson or designee will be afforded an
17 opportunity during the department's orientation of newly hired nurses covered by this Agreement to
18 provide information on the Association and the contract.

1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2 The right to hire, promote, discipline or discharge for just cause, improve efficiency and
3 determine the work schedules and location of Department Headquarters are examples of management
4 prerogatives. It is also understood that the Department retains its right to manage and operate its
5 Departments except as may be limited by an express provision of this Agreement. This Agreement
6 shall not limit the lawful right of the Department to contract for services of any and all types,
7 provided that such contract shall not be used in lieu of, or to replace services traditionally and usually
8 performed by regular employees, except on a temporary basis, without prior discussion in a meeting
9 with an Association staff representative and the Conference Committee.

10 The Association acknowledges the right of the County to define and implement a new payroll
11 system, including but not limited to a biweekly payroll system. Implementation of such system may
12 include a conversion of wages and leave benefits into hourly amounts. The parties recognize King
13 County's exclusive right to make the changes necessary to implement such payroll system. The
14 County will inform the Association thirty (30) days prior to implementation of a new payroll system
15 and agrees to negotiate the conditions of the change if requested.

ARTICLE 5: EMPLOYMENT PRACTICES

Section 5.1 *Jurisdiction of Nursing Care Quality Assurance Commission:* The Employer recognizes that each Registered Nurse and each Licensed Practical Nurse in the bargaining unit is licensed to practice by the State of Washington pursuant to RCW Chapter 18.79 and must practice in conformity with the rules and regulations promulgated by the Washington State Nursing Care Quality Assurance Commission which is solely empowered by law to promulgate and interpret such rules and regulations.

It is recognized that Advanced Registered Nurse Practitioners (ARNPs) must also practice in conformity with the rules and regulations promulgated by the Washington State Board of Pharmacy.

Section 5.2 *Progressive Discipline:* The principal objective of any disciplinary action short of termination shall be to improve the performance and efficiency of an employee. To that end, appointing authorities will utilize a system of progressive discipline. Examples of progressively severe disciplinary actions include:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Dismissal

The type and level of disciplinary action will be determined by the nature and severity of the behavior and/or performance deficiency leading to disciplinary action. The nurse shall have the right to the attendance of a representative at disciplinary and/or investigatory meetings.

Section 5.3 *Performance Evaluations:* The Department shall maintain a performance evaluation system relating to employees covered by this Agreement. The performance evaluation system shall be used as a method of measuring an employee's performance. The performance evaluation system shall encompass performance expectations based upon the goals and objectives of the position being evaluated. Performance evaluations shall not be used as a substitute for progressive discipline.

The performance evaluation system to be used by the Department will be presented to the Nursing Practice Committee (as defined in Article 15) for review and comment prior to adoption.

1 The direct supervisor will prepare the evaluation and present it to the affected employee at an
2 evaluation conference which must be conducted by the person writing the evaluation. The evaluatee
3 has the responsibility to participate in the evaluation conference and to improve work performance in
4 any area where performance deficiencies are found to exist.

5 The evaluation shall be signed and dated by both the evaluator and evaluatee to signify that
6 the evaluation has been reviewed in conference and the evaluatee shall, upon request, be given a copy
7 of his/her evaluation. In addition, the evaluatee may, during said conference, or within two (2) weeks
8 after the conference, comment in writing relative to the substance of the evaluation either on the
9 evaluation form or have his/her written comments affixed to the evaluation.

10 Employees shall be evaluated at least once during their probationary period and no less than
11 annually thereafter.

12 **Section 5.3.a Performance Improvement Plan (PIP):** The employer may propose a PIP in
13 accordance with this section. A PIP is defined as a written plan of limited duration created by
14 management for the purpose of identifying areas of improvement expected of an employee. Such plan
15 shall contain a description of specific deficiencies in performance and specific steps the employee
16 may take to improve performance. A PIP shall identify available assistance, such as classes or
17 training, in achieving improvement, and shall contain a schedule of regular meetings with appropriate
18 supervisors to monitor progress. A PIP shall have a mutually agreed to end date.

19 **Section 5.4 Position Vacancies:** Vacancies created within the job titles covered by this
20 Agreement by virtue of separation or newly created positions shall be posted for not less than ten (10)
21 consecutive days; provided, however, the Department retains the right to determine who, if anybody,
22 shall be selected for and/or transferred to said vacancy. The County will quarterly provide the
23 Association a report identifying all current vacant positions in the bargaining unit. The report shall
24 designate those vacant positions the County is actively trying to fill.

25 The Department recognizes that it is preferable to fill vacancies with qualified nurses within
26 the Department rather than by hiring persons from outside the Department. The Department may
27 identify special skills and abilities and recruit externally concurrently with internal recruitments for
28 these positions in order to hire in a timely manner. Vacant bargaining unit career service positions

1 shall be filled according to the following:

2 a. Announce all position vacancies with stated minimum qualifications in the Health
3 Beat on the King County Public Health computer system.

4 b. Interview screened applicants meeting minimum qualifications from within the
5 bargaining unit. In the event the Department determines it will not interview all applicants meeting
6 minimum qualifications for the position, it shall provide a written explanation to all applicants
7 indicating the specific additional, objective, criteria (preferred qualifications) which were used to
8 "screen" the applicants down to the interview pool.

9 c. Give preference to filling any such open position to applicants from within the
10 bargaining unit on the basis of seniority where the qualifications of the applicants are substantially
11 equal based upon relevant criteria.

12 d. Make selections for promotional positions in accordance with appropriate
13 personnel regulations and ordinances.

14 e. Commit to filling, within a calendar year, at least fifty percent (50%) of all
15 vacancies within the job titles covered by this Agreement with employees who actually apply for such
16 transfers unless unanticipated and extraordinary events occur which affect the Employer's ability to
17 comply. Examples of such events include the impact of public health emergencies, natural disasters,
18 major economic crises, and preeminent legal requirements. This commitment is contingent upon the
19 internal candidates meeting all the criteria for the vacant positions, i.e., they must perform the
20 functions of the job with the same orientation a qualified outside candidate would need.

21 Upon request, on an annual basis, the Employer will produce a report such that the pattern of
22 appointments can be reviewed by the Association and the Employer. Should the annual review reveal
23 a deviation from the commitment, the Employer will determine if there is justifiable reason for the
24 deviation and if not, will take steps to bring the hiring into compliance. If, after the second
25 successive annual review, there continues to be a deviation from the commitment, the Executive
26 Conference Committee (as defined in Article 15) shall develop specific strategies to correct the
27 imbalance. The Committee will submit the recommended strategies to the Department Director for
28 his/her consideration.

1 f. When a transfer is approved by the hiring authority, the employee will be given a
2 specified effective date of the transfer.

3 g. An employee who applies for and receives a lateral transfer will not be required to
4 serve another probationary period. However, at the time of acceptance of the transfer, the nurse may
5 request the Department to consider, or the Department may impose a trial service period of up to
6 three (3) months (six (6) months for nurses who transfer from a general to a Jail Health Services
7 (JHS) assignment or vice versa. A nurse who does not successfully complete the trial service period
8 shall be moved back into the nurse's former position which may be filled on a temporary basis,
9 pending the outcome of the nurse's trial service period. A lateral transfer is defined as the movement
10 of an employee in the bargaining unit to another position within the same classification within the
11 bargaining unit. A nurse who is promoted shall serve a six (6) month probationary period. A
12 promoted nurse who does not successfully complete the probationary period shall be reverted to
13 his/her former classification and placed in any available vacancy for which he/she is qualified. If
14 there are no available vacancies, the nurse shall be placed on the Public Health Reversion Register for
15 a period of two years to be reverted to the first available vacancy for which he/she is qualified. If two
16 or more employees on the Recall List or Public Health Reversion Register compete for the same
17 position, seniority as defined in 17.1(a), shall be the deciding factor. Provided a promoted nurse may
18 not challenge the employer's decision to revert him/her to his/her former classification, this section
19 shall not prevent a promoted nurse from utilizing the grievance procedure to challenge the
20 interpretation or application of this section.

21 **Section 5.5 Change of duties:** The Department retains the right to alter the duties of a
22 position. The status of the incumbent is not affected when altered duties are consistent with the
23 classification specifications. Major alteration of essential duties must be preceded by notice of the
24 alteration to all affected employees. The employer will provide necessary training and identify
25 performance expectations.

26 **Section 5.6 Transfers:** When the Department intends to transfer a position or employee from
27 one sector or site to another, the Department will first seek a volunteer for transfer. If there is no
28 volunteer, the Department will transfer the least senior, appropriately qualified employee in the job

1 classification.

2 **Section 5.7 Personnel File:** The employees covered by this Agreement may examine their
3 personnel files in the Department's Personnel Office in the presence of the Personnel Officer or
4 designee. No other personnel files will be recognized by the Employer or the Association. Materials
5 to be placed into any employee's personnel file relating to job performance or personal conduct or
6 any other material that may have an adverse effect on the employee's employment shall be brought to
7 his/her attention with copies provided to the employee for his/her signature. Employees who
8 challenge material in their personnel files are permitted to insert material related to the challenge.
9 At the employee's request, materials relating to corrective counseling will be removed from the
10 employee's file after a twelve (12) month period, unless another act of misconduct has been
11 committed during the twelve (12) month period.

1 **ARTICLE 6: GRIEVANCE PROCEDURE**

2 Management recognizes the importance and desirability of settling grievances promptly and
3 fairly in the interest of continued good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision. The employee and the immediate supervisor are encouraged to make
6 every attempt to appropriately resolve issues of concern between themselves in a timely manner prior
7 to filing a formal grievance. Upon timely request by an Association representative to the
8 Department's Human Resources Section, the time period for initial filing of a grievance may be
9 extended for a mutually agreed time, to allow for efforts to resolve a potential grievance. Employees
10 will be free from coercion, discrimination or reprisal for seeking a resolution of their grievances.

11 A grievance concerning the discipline or discharge of a career service non-probationary
12 employee may be presented through this grievance procedure; provided, however, an employee
13 covered by this Agreement must, upon initiating objections relating to disciplinary action, use either
14 the contract grievance procedure contained herein (with the Association processing the grievance) or
15 pertinent procedures regarding disciplinary appeals under the applicable personnel systems, such as
16 the County Personnel Board. Under no circumstances may an employee use both the contract
17 grievance procedure and a personnel system appeal, including the Personnel Board, relative to the
18 same disciplinary action. A grievance normally will be filed at Step 1; however, the Association and
19 the Department may agree to initiate the grievance procedure at any step. A grievance concerning
20 suspension or discharge for cause will normally be filed at Step 3 of this procedure.

21 Probationary, term-limited, part-time and temporary employees shall not have the right to
22 pursue grievances over disciplinary matters but shall be able to pursue grievances as otherwise
23 provided in Section 6.2. Term-limited temporary, part-time, and temporary employees who have
24 been employed by the Department for at least one year (24 full pay periods) and have worked at least
25 1,040 hours may grieve written disciplinary actions through Step 3 of this contractual grievance
26 procedure.

27 **Section 6.1 Definition:** A grievance shall be defined as an alleged violation of any of the
28 express terms of this contract to include wages, hours and working conditions as specifically provided

1 herein.

2 **Section 6.2 Process:** At any step in the process, the parties may agree to select a neutral third
3 party to serve as mediator. If mediation is attempted after Step 4 and is not successful, arbitration
4 may be requested as provided below, within thirty (30) days after the mediator or one of the parties
5 declares impasse. Nothing said or done by the parties or the mediator during the grievance mediation
6 session(s) can be used against them during the arbitration proceedings.

7 **Step 1. Supervisor:** A grievance shall be presented in writing by the aggrieved
8 employee (and his/her selected representative if the employee wishes) within ten (10) working days of
9 the occurrence, or the date the employee should have known of the occurrence, of such grievance to
10 the employee's immediate supervisor. The written grievance shall state the act or omission which is
11 the basis for the grievance, the date of such act or omission, the Article and Section of this Agreement
12 the employee believes was violated or misapplied, and the remedy requested. The immediate
13 supervisor shall meet with the employee (and designated Association representative) if the employee
14 so requests. If the employee requests a meeting, the immediate supervisor will contact the employee
15 (and Local Unit representative if requested by the employee) within ten (10) working days of receipt
16 of the written grievance, to schedule the meeting. Every effort will be made to schedule this meeting
17 to occur within twenty (20) working days of the receipt of the written grievance by the immediate
18 supervisor. Whenever possible, grievance meetings will be held during the employee's regular
19 working hours. The supervisor shall notify the employee in writing of his/her decision within ten (10)
20 working days after the meeting or after receipt of the grievance, if there is no meeting. If a grievance
21 is not pursued to the next level within ten (10) working days following receipt of the written response
22 from the immediate supervisor, it shall be presumed resolved.

23 **Step 2. Division Manager/Jail Health Services (JHS) Section Manager:** If the
24 grievance has not been satisfactorily resolved by the response from the immediate supervisor, the
25 employee and his/her representative shall then present the grievance to the Division Manager/JHS
26 Section Manager with a copy to the Department's Human Resources Section. The written grievance
27 shall include the Step 1 grievance statement and the immediate supervisor's response. The Division
28 Manager/JHS Section Manager or designee shall meet with the employee if the employee so requests.

1 If the employee requests a meeting, the Division Manager/JHS Section Manager or designee will
2 contact the employee (and Association representative if appropriate) within ten (10) working days of
3 receipt of the written grievance, to schedule the meeting. Every effort will be made to schedule this
4 meeting within twenty (20) working days of the receipt of the written grievance by the Division
5 Manager/JHS Administrator. Whenever possible, grievance meetings will be held during the
6 employee's regular working hours. The Division Manager/JHS Section Manager or designee, shall
7 make a written decision available to the aggrieved employee with a copy mailed to the Association
8 within ten (10) working days after the meeting (or after receipt of the grievance, if there is no
9 meeting). If the grievance is not pursued to the next higher level within ten (10) working days from
10 the Association's receipt of the Division Manager's/JHS Section Manager's written decision, it shall
11 be presumed resolved.

12 **Step 3. Department Director:** If after receiving the Division Manager's/ JHS
13 Administrator's written decision to the grievance and the grievance has not been satisfactorily
14 resolved, the employee and his/her representative shall then present the grievance to the Department
15 Director. The Step 3 grievance shall include a copy of the initial grievance statement, previous
16 responses to the grievance, and a statement explaining what aspects of the initial grievance are not
17 satisfactorily resolved. The Department Director or designee shall meet with the employee if the
18 employee so requests. If the employee requests a meeting, the Department Director or designee will
19 contact the employee (and Association representative if appropriate) within ten (10) working days of
20 receipt of the written grievance, to schedule the meeting. Every effort will be made to schedule this
21 meeting within twenty (20) working days of the receipt of the written grievance by the Department
22 Director. Whenever possible, grievance meetings will be held during the employee's regular working
23 hours. The Department Director or designee, after investigation, shall make a written decision
24 available to the aggrieved employee with a copy mailed to the Association within ten (10) working
25 days after receipt of the Step 3 grievance. If the grievance is not pursued to the next higher level
26 within ten (10) working days from the Association's receipt of the Department Director's or
27 designee's written decision, it shall be presumed resolved.

28 **Step 3.1 Grievances of Disciplinary Action:** Grievances over suspension, demotion,

1 or discharge for cause shall be filed at Step 3 within ten (10) working days of the written notification
2 to the employee, or the effective date of the disciplinary action, whichever occurs later. The
3 Department Director or designee shall process disciplinary grievances and Association grievances
4 according to the same procedures for meeting and response, as set forth for Step 1 and Step 2
5 grievances.

6 **Step 4. Labor Relations Manager:** If after receiving the written decision of the
7 Department Director or designee and the grievance has not been resolved to the satisfaction of the
8 employee, the grievance may be presented to the King County Labor Relations Manager or his/her
9 designee for review. The Labor Relations Manager or designee shall contact the Association
10 representative within ten (10) working days to schedule a meeting for the purpose of resolving the
11 grievance. Every effort will be made to schedule this meeting to occur within twenty (20) working
12 days of the receipt of the written grievance by the Labor Relations Manager. Whenever possible,
13 grievance meetings will be held during the employee's regular working hours. The Labor Relations
14 Manager or designee shall issue a written response within ten (10) working days following the
15 meeting. If the Manager or designee fails to so issue, the Association may proceed to Step 5 of this
16 grievance procedure.

17 **Step 5. Arbitration:** Should the decision of the Labor Relations Manager or his/her
18 designee not resolve the grievance to the satisfaction of the Association or the Employer, either the
19 Association or the Employer may request arbitration within thirty (30) days of receipt of the Step
20 decision. The request for arbitration must specify:

- 21 a. Identification of section(s) of Agreement allegedly violated.
- 22 b. Details or nature of the violation.
- 23 c. Position of party who is referring the grievance to arbitration.
- 24 d. Questions which the arbitrator is being asked to decide.
- 25 e. Remedy sought.

26 Should arbitration be chosen, the Association and the Labor Relations Manager or his/her
27 designee shall then select a third disinterested party to serve as an arbitrator. In the event that the
28 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of

1 seven arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The
2 arbitrator will be selected from the list by both the County representative and the Association, each
3 alternately striking a name from the list until only one remains. The arbitrator shall be asked to
4 render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

5 In connection with any arbitration proceeding held pursuant to this Agreement, it is
6 understood as follows:

7 a. The arbitrator shall have no power to render a decision that will add to,
8 subtract from, or alter, change, or modify the terms of this Agreement, and the arbitrators' power
9 shall be limited to interpretation or application of the express terms of this Agreement, and all other
10 matters shall be excluded from arbitration.

11 b. No matter may be arbitrated which the Employer by law, has no authority
12 over, has no authority to change, or has been delegated to any civil service commission or personnel
13 board, as defined in the Revised Code of Washington, Chapter 41.56.

14 c. The cost of the arbitrator shall be borne equally by the County and the
15 Association, and each party shall bear the cost of presenting its own case.

16 d. The parties agree to abide by the award made in connection with any
17 arbitrable difference.

18 e. Each party shall bear the cost of any witnesses appearing on that party's
19 behalf.

20 f. Regardless of the outcome of the arbitration, each party shall be responsible
21 for the cost of its own legal representation.

22 **Section 6.3 Time Limits:** Failure by an employee or the Association to comply with any time
23 limitation of the procedure in this Article shall constitute withdrawal of the grievance; provided,
24 however, any time limits stipulated in the grievance procedure may be extended for stated periods of
25 time by the appropriate parties by mutual agreement in writing. Working days referred to above shall
26 be defined as Monday through Friday excluding observed holidays. If the grievant has not received a
27 response at Step 1 within the time frames listed, the grievant may elevate the grievance to the next
28 step. If the grievant and/or the Association has not received a response at Step 2 or Step 3 within the

1 time frames listed, the Association may elevate the grievance to the next step.

2 **Section 6.4 Back Pay Awards:** Arbitration awards shall not be made retroactive beyond the
3 date of the occurrence or nonoccurrence upon which the grievance is based, that date being fifteen
4 (15) or less days prior to the initial filing of the grievance, unless the circumstances of the grievance
5 were not and could not have been known by the grievant.

6 **Section 6.5 Association Grievances:** A contract grievance in the interest of two or more
7 employees in the bargaining unit shall be reduced to writing by the Association and may be
8 introduced at Step 3 of the contract grievance procedure to the Director of Public Health and be
9 processed within the time limits set forth herein.

1 **ARTICLE 7: JOB TITLES AND RATES OF PAY**

2 **Section 7.1 Job Titles:** The job titles of employees covered under this Agreement and the
3 corresponding rates of pay are set forth in Addendum A which is attached hereto and made a part of
4 this Agreement.

5 **Section 7.2 Wage Rates:**

6 **Section 7.2.1 2004 Wage Increases:** No later than June 5, 2004, the rates of pay shall be as
7 set forth in Addendum A retroactive to January 1, 2004.

8 **Section 7.2.2 2005 Wage Increases:** Effective January 1, 2005, the rates of pay shall be
9 increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the
10 Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W
11 1982-84=100). The increase will be measured by calculating the increase in the CPI from September
12 2003 to September 2004. The minimum increase shall be two (2) percent and the maximum increase
13 shall be six (6) percent.

14 **Section 7.2.3 2006 Wage Increases:** Effective January 1, 2006, the rates of pay shall be
15 increased by a Cost-of-Living Allowance (COLA). The COLA shall be equal to 90% of the
16 Consumer Price Index. The index used for measuring the COLA will be the U. S. All Cities (CPI-W
17 1982-84=100). The increase will be measured by calculating the increase in the CPI from September
18 2004 to September 2005. The minimum increase shall be two (2) percent and the maximum increase
19 shall be six (6) percent.

20 **Section 7.2.4 Step Increases:** On January 1, 2004 and annually thereafter on January 1, non-
21 probationary regular and term-limited temporary employees who are not at the top step will advance
22 to the next higher step on the salary range. After enactment of this Agreement, temporary employees
23 will be given step increases in accordance with the progression rate established in this Agreement on
24 the employee's anniversary date.

25 **Section 7.2.5 Probation and Step Increases:** Appointment as a career service employee is
26 accomplished only after the employee successfully completes a probationary period of six (6) months.
27 The Department may extend a nurse's probationary period for up to an additional six (6) months,
28 provided that notice of the extension is provided to the employee and the Association prior to the

1 expiration of the first six (6) month period. A probationary employee, regardless of which step he or
2 she is placed on, appointment will advance to the next higher step upon completion of probation.

3 **Section 7.2.6 Probation and step increases for Part-time and temporary employees:** The
4 following provisions apply to part-time and temporary employees who are appointed to regular career
5 service positions: A part-time and temporary employee who has worked for 1,044 hours without a
6 break in service, will be evaluated and may be given credit for up to one-half (1/2) of the required
7 probationary period provided the per diem work is in the same classification, upon the approval of the
8 Department Director or designee. For example, in cases where a six (6) month probationary period is
9 required, a nurse may be given up to three (3) months credit toward the completion of the
10 probationary period. Part-time and temporary nurses who are not provided credit towards completion
11 of the probation period shall be provided a written explanation for the justification therefore.

12 Part-time and temporary nurses who have worked at least 1,044 hours without a break in
13 service, shall be given six (6) months credit towards accrual of bargaining unit seniority.

14 **Section 7.2.7 Longevity Premium:** full-time regular and part-time regular nurses shall
15 receive the following longevity premiums based upon their length of service with the Department

17 after 8 years (96 months) of service	2% above the nurse's Step
18 after 10 years (120 months) of service	3% above the nurse's Step
19 after 12 years (144 months) of service	4% above the nurse's Step
20 after 15 years (180 months) of service	5% above the nurse's Step
21 after 20 years (240 months) of service	6% above the nurse's Step

22
23 **Section 7.3 Mileage Reimbursement/Parking:** An employee who is required by the
24 Department to provide a personal automobile for use in Department business shall be reimbursed for
25 such use in accordance with County policies.

26 For those jail nurses who are normally assigned to work downtown but are required to use
27 their automobile for their work for the Department, parking shall continue to be provided downtown
28 at the Department's expense during the term of the contract.

1 Parking expenses incurred by employees while using personal or Department vehicles in the
2 course of their duties shall be reimbursed by the Department. Claims shall be made on a monthly
3 basis on a form prescribed by the Department to include any required proof of payment as defined by
4 the Department.

5 Nurses working the evening and night shift in the jail who desire parking in the jail facility
6 must pay for the cost of parking as set by County ordinance. Parking options otherwise shall be
7 available for all other jail staff in the same manner as provided all other County employees by
8 ordinance of the King County Council.

9 **Section 7.4 Uniforms:** If a uniform and special shoes are, in the future, required as a
10 condition of employment for employees covered by this Agreement, the Department agrees to inform
11 the Association thirty (30) days prior to implementation of said condition of employment and
12 negotiate the conditions thereof.

13 **Section 7.5 Part-time and temporary employees:** If a Part-time or temporary employee (not
14 necessarily the same person) has worked for 1,044 hours in a period of twelve (12) or fewer months,
15 the Association may request a meeting with the Employer to review the feasibility of posting a
16 position at that site to fill the hours which have been filled by a Part-time and temporary employee. If
17 such a need is jointly determined, the Department Director shall make a position request to the
18 Budget Office.

19 Upon request, the Department will provide annual reports to the Association on the use of
20 Part-time and temporary employees employed during the year. The report shall include the names of
21 Part-time and temporary employees by work site, classification and the number of hours worked by
22 each Part-time and temporary employee.

23 **Section 7.5.1** Part-time and temporary employees shall be eligible for standby pay, callback
24 pay, shift differentials, weekend premium and jail premium pay.

25 **Section 7.5.2** Part-time and temporary nurses are not entitled to holidays, sick leave,
26 bereavement leave or other paid leaves.

27 **Section 7.5.3** Part-time and temporary employees, other than probationary, provisional and
28 term-limited employees, who exceed the calendar year working hours threshold defined in Article 21

1 shall receive compensation in lieu of leave benefits at the rate of 15% of gross pay for all hours worked,
2 paid retroactive to the first hour of employment and for each hour worked thereafter. The employee will
3 also receive a one-time only payment in an amount equal to the direct cost of three months of insured
4 benefits, as determined by the director, and, in lieu of insured benefits, an amount prorated to an hourly
5 equivalent based on the employee's normal work week for each hour worked thereafter. Such additional
6 compensation shall continue until termination of employment or hire into a full-time regular, part-time
7 regular or term-limited position. Further, employees receiving pay in lieu of insured benefits may elect
8 to receive the medical component of the insured benefit plan, with the cost to be deducted from their
9 gross pay; provided, that an employee who so elects shall remain in the selected plan until termination
10 of employment, hire into a full-time regular, part-time regular, or term-limited position, or service of an
11 appropriate notice of change or cancellation during the employee benefits annual open-enrollment.

12 **Section 7.5.4 Return to Employment:** Nurses who retire or separate in good standing and
13 subsequently return to their previous or new classification on a part-time, temporary, term-limited
14 basis, or career service basis may be hired at any step of the salary range upon the approval of the
15 Department Director and/or designee, based on the nurses' previous relevant nursing experience. A
16 nurse who returns to the classification held at the time of separation shall be paid at no less than the
17 rate he/she received at the time of separation.

18 **Section 7.6 Professional Liability Insurance:** Employees covered by this Agreement are
19 covered by the liability protection as provided in the King County Code for acts committed in good
20 faith and within the scope of their official County duties.

21 **Section 7.7 Licensing/Certification Requirements - Condition of Employment:** All nurses
22 must meet licensing and certification requirements as a condition of hire and continued employment.
23 Nurse Practitioners must obtain Advanced Registered Nurse Practitioner (ARNP) status and
24 prescriptive authority prior to their date of hire. Nurse Practitioners must maintain Advanced
25 Registered Nurse Practitioner (ARNP) status and prescriptive authority during their employment with
26 the Department. Nurses failing to maintain necessary licenses or certifications will be demoted in or
27 terminated from employment.

28 **Section 7.8 License Fees:** The Department shall pay for the cost of the following fees for all

1 full-time regular and part-time regular Nurse Practitioners with ARNP status:

- 2 ▪ Renewal for ARNP license.
- 3 ▪ Application and renewal fees of state authorized prescriptive authority.

4 **Section 7.9 Shift Differentials:** A bargaining unit employee scheduled to work in a 24-hour
5 facility or site which is staffed for 24-hour operation and scheduled to work not less than four (4)
6 hours of his/her work shift during the evening shift or night shift, shall receive one of the following
7 shift differentials for all scheduled hours worked during such shift.

8 Evening Shift: \$2.50 per hour

9 Night Shift: \$3.75 per hour

10 Other employees will receive the evening shift differential for all hours worked after the
11 normal business hours of 5:00 p.m. Shift differential pay does not apply to employees on alternate
12 schedules as provided in Article 13.4.

13 The above differential shall be considered part of the nurse's regular rate for purposes of
14 overtime pay calculations.

15 The above shift differential shall apply to time worked as opposed to time off with pay and
16 therefore, for example, the differential shall not apply to sick leave, vacation, holiday pay, funeral
17 leave, etc.

18 The evening shift period shall normally encompass the hours from 2:20 p.m. to 10:20 p.m.
19 The night shift period shall normally encompass the hours from 10:20 p.m. to 06:20 a.m.

20 **Section 7.10 Weekend Premium:** A weekend premium shall be paid for all regular hours of
21 work on weekends at the rate of \$4.00 per hour. The premium shall otherwise be paid for hours of
22 work of employees, including part-time and temporary employees, regularly scheduled to work
23 beginning with the night shift on Friday and through evening shift on Sunday.

24 **Section 7.11 Hiring Above Step 1:** Full-time regular, part-time regular, temporary and term-
25 limited temporary nurses may be hired at any step of the salary range upon the approval of the
26 Department Director and/or designee, based upon the nurses' previous relevant nursing experience.

27 **Section 7.11.1 Notice of Step Placement:** On the nurse's date of hire, each nurse shall be
28 provided a written statement from the hiring supervisor clearly indicating: 1) the step and wage rate

1 that is being proposed for the nurse; 2) that the proposed step/wage rate is contingent upon receipt of
2 final approval from the Department Director; 3) the potential wage rates that may be approved
3 depending upon the step ultimately granted; and 4) that, if the nurse begins working prior to the final
4 setting of his/her step/wage rate, the nurse will be paid at the base rate unless and until a higher
5 step/wage rate is approved at which time the difference in the nurse's pay shall be retroactively paid
6 to the nurse's date of hire.

7 **Section 7.12 Assignment Rates:** All part-time and full-time regular and part-time and
8 temporary and term-limited temporary employees who are assigned to work in Jail Health Services
9 (JHS) facilities will be paid the JHS assignment rate of fifteen (15) percent per hour above the general
10 assignment rate. The applicable general assignment and JHS assignment rates for each job
11 classification are as listed in Addendum A.

12 The JHS rate is a "base" or "regular" rate of pay for this assignment and is included in the
13 computation for overtime and is payable for paid leave and holiday pay.

14 **Section 7.13 Preceptor Assignments:** Nurses assigned as preceptors shall be paid one dollar
15 (\$1.00) per hour more than their normal hourly rate and in accordance with Article 15.5. This
16 premium pay shall only be due for hours actually worked and not for paid leave benefits. The
17 Department shall reduce to writing the length of each preceptor assignment.

18 **Section 7.14 Salary Step Placement for Transfer:** Employees who transfer within the same
19 job classification from a JHS to a general assignment or vice versa shall remain at the same salary
20 step number of the applicable schedule. For example, a Registered Nurse at Step 7 on the JHS
21 schedule who transfers to a clinic shall be placed at Step 7 of the general schedule.

22 **Section 7.15 Salary Step Placement for Promotion:** An employee who attains a higher level
23 title through a promotional, competitive process shall be placed at the pay step in the higher salary
24 range resulting in an increase that constitutes an approximately five percent increase above the former
25 rate of pay, provided that such placement shall never exceed the maximum step established for the
26 higher paying title. All hours worked in a higher classification, as provided in Article 14.1, will be
27 paid as for a promotion.

28 When promotional movement between job titles also involves a movement to or from, a JHS

1 and a general assignment, salary step placement shall first be determined per Section 7.14 (Transfer)
2 in the current title prior to determining the appropriate promotional salary step placement. This
3 section applies to promotional transfers between titles of this bargaining unit as well as promotional
4 transfers to titles in the Association-represented, Supervisory bargaining unit.

5 **Section 7.16 Charge Nurse Pay:** A nurse assigned the duties of Charge Nurse has assigned,
6 limited supervisory and leadership responsibilities in addition to providing direct patient care
7 services. Nurses who are assigned Charge Nurse duties shall receive a five (5) percent premium over
8 the nurse's base rate of pay. Examples of Charge Nurse duties include day-to-day problem solving
9 and reporting, assignment and distribution of work or maintenance of a balanced workload among
10 employees. A Charge Nurse shall not have authority to hire, fire, or discipline, nor effectively
11 recommend any of these actions. There will be a good faith effort to balance the Charge Nurse's
12 additional responsibilities with the nurse's direct patient care assignments. Charge Nurse
13 designations may be revoked at any time with an explanation to the affected nurse.

14 Nurses who feel they should receive the Charge Nurse Pay may submit a request to their
15 immediate supervisor that their responsibilities be reviewed to determine whether they should receive
16 the Charge Nurse designation. If the designation is not made following the review and the nurse
17 continues to believe his/her responsibilities warrant a Charge Nurse designation, the nurse may access
18 the grievance procedure through Step 4.

19 **Section 7.17 Report Pay:** Any nurse who reports for his/her scheduled shift and is sent home
20 without completing his/her shift shall be paid a minimum of four (4) hours report pay.

ARTICLE 8: VACATIONS

Section 8.1 *Credited Hours for Accrual:* Annual vacations with pay shall be granted to eligible employees computed at the rate shown in Section 8.3 for each hour on regular pay status as shown on the payroll, but not to exceed 2088 hours per year.

Section 8.2 *Regular Pay Status:* "Regular Pay Status" is defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off and sick leave.

Section 8.3 *Accrual Rates:* The vacation accrual rate shall be determined in accordance with the rates set forth below:

Vacation Earned Per Hour	Years of Service	Working Days Per Year	Hours (HRS.)
.0460	0-4	12	96
.0577	5-7	15	120
.0615	8-9	16	128
.0769	10-15	20	160
.0807	16	21	168
.0846	17	22	176
.0885	18	23	184
.0923	19	24	192
.0961	20	25	200
.1000	21	26	208
.1038	22	27	216
.1076	23	28	224
.1115	24	29	232
.1153	25	30	240

Vacation accruals are based on compensated hours; vacation accruals are added to each paycheck and placement on Vacation Schedule is effective the first month following adoption of the

1 Agreement by County Council.

2 **Section 8.4 Accumulation and Use of Vacation:** Eligible employees shall accumulate
3 vacation from the date of entering Department service and may use accumulated vacation with pay
4 after six (6) months on regular pay status with Department approval.

5 **Section 8.5 Maximum Accrual:**

6 a. An employee may accumulate a vacation balance beyond the maximum of 480
7 hours, but shall be required to reduce the balance to no more than 480 hours on or before December
8 31 of each year. Failure to reduce an accrued vacation balance to 480 hours on or before December 31
9 shall result in the loss of accrued vacation above 480 hours.

10 b. Exceptions to Section 8.5(a) can be made only when the Department cancels an
11 employee's previously scheduled vacation which has been approved by the Health Director. The
12 exception cannot be continued for more than three (3) months.

13 **Section 8.6 Cashout Limit Upon Retirement:** Employees who are eligible for participation
14 in the Public Employees' Retirement System Plan I shall not be compensated for more than two
15 hundred forty (240) hours of accrued vacation at the time of retirement. Vacation hours accrued in
16 excess of two hundred forty (240) hours may be used prior to the employee's date of retirement or
17 such hours will be lost.

18 **Section 8.7 Minimum Vacation to be Used:** The minimum vacation allowance to be used by
19 an employee shall be one-half hour at the discretion of the employee's supervisor.

20 **Section 8.8 Vacation Upon Termination:** An employee who terminates employment for any
21 reason after more than six (6) months service shall be paid in a lump sum for any unused accrued
22 vacation. An employee's prior hours of service on Regular Pay Status will be reinstated if the
23 employee returns to work within a two year period if s/he resigned in good standing. Upon the death
24 of an employee in active service, such payment will be made to the estate of the deceased employee.

25 **Section 8.9 Vacation in Conjunction With Leave of Absence:** When an employee has
26 exhausted his/her sick leave balance, she/he has the option of using vacation for further leave in
27 excess of that leave already provided for in Article 10, Sick Leave and Leaves of Absence, Section 6,
28 Family and Medical Leave, with approval of the Division Manager/JHS Administrator.

1 In all other instances, employees must use all accrued vacation prior to beginning a leave of
2 absence unless an exception is approved by the Division Manager/JHS Administrator.

3 **Section 8.10 *Department's Responsibility to Set Vacation Schedules:*** The Department head
4 shall arrange vacation time for employees on such schedules as will least interfere with the functions
5 of the department. Copies of Vacation scheduling policies developed by the Department overall or
6 within each work unit will be provided to the Association. New or revised policies will be
7 implemented within thirty (30) days of notice unless collective bargaining is requested by the
8 Association. Employee requests for vacation shall be acknowledged within ten (10) calendar days of
9 submission with a preliminary indication of whether the request will be granted or denied. If final
10 decision is pending, the employer will provide the employee a date upon which final approval or
11 denial will be announced. Once an employee's vacation has been approved, the Department may not
12 withdraw approval absent declared emergency.

13 **Section 8.11 *Vacation Donation:*** Employees covered by this Agreement shall be eligible for
14 the vacation donation program as provided in KCC 3.12.223 and the King County Personnel
15 Guidelines.

ARTICLE 9: HOLIDAYS

Section 9.1 *Holidays Observed:* The following days or days in lieu thereof shall be recognized as legal holidays without salary deduction:

New Year's Day	January 1st
Martin Luther King JR's, Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day immediately following Thanksgiving Day
Christmas Day	December 25th
2 Personal Holidays	

Whenever any legal holiday, as described above, falls upon a Sunday, the following Monday shall be a legal holiday. Whenever any legal holiday falls upon a Saturday, the preceding Friday shall be the legal holiday.

Section 9.1.1 *JHS Staff:* Jail Health Services staff, other than those scheduled to work Mondays through Fridays, shall observe holidays on the actual calendar day as provided above to begin at ten-twenty in the evening (10:20 p.m.) on the day preceding the calendar holiday and ending at ten-twenty in the evening (10:20 p.m.) on the day of the holiday. A regular employee shall receive holiday pay pursuant to Section 9.3 below if four (4) or more hours of the shift fall within the above time periods.

Section 9.1.2 *Alternate Work Week Schedules:* Employees scheduled to work an alternative work week, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours

per year. Part-time regular and full time regular employees and employees working alternative work weeks whose work sites close on a designated holiday will be allowed to use accrued but unused time off (vacation or compensatory time) or take leave without pay, or by mutual agreement with the Supervisor, the employee shall be allowed to work to make up the hours. Leave without pay will be authorized if the employee does not request a different option in advance. In no event will the rescheduling of hours in this manner be allowed if the resulting hours of work will result in overtime pay. When a holiday falls on an employee's regularly scheduled day off, the employee will have the option of receiving the holiday pay at the straight-time rate in the same pay period or of scheduling an alternate paid day off within thirty (30) days after the actual holiday. To be eligible for an alternate day off, the employee must request it in advance of the holiday.

Section 9.2 *Qualifications for Holiday Pay:* To qualify for holiday pay, employees covered by this Agreement must have been on pay status their normal work day before or their normal work day following the holiday; provided, however, employees returning from non-pay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work. This restriction (proviso) would not apply to a leave of absence of four (4) days or less or a leave of absence requested by the Department.

Section 9.3 *Holiday Premium Pay:* Regular employees who work on a holiday shall be paid for the holiday at their regular rate of pay and, in addition, they shall receive either one and one half (1-1/2) times their regular rate of pay for the hours worked or one and one-half (1-1/2) times the hours worked (compensatory time) to be taken off at another date. Part-time and temporary employees will be paid at the rate of time and one-half (1-1/2) times their straight rate of pay for work on the holidays listed in Article 9, Section 1.

Compensation in the form of compensatory time must be agreeable to both the affected employee and the Department Director or his/her designee.

Section 9.4 *Personal Holidays:* Regular employees, provisional employees, probationary employees, and term limited temporary are granted two personal holidays each year. The hours granted to less than full-time employees will be prorated to in accordance with Article 9.5. One day is credited to the employee's vacation leave balance on the first of October; the second holiday is

1 credited on the first of November. Personal Holidays shall be administered through the vacation plan
2 and can be used in the same manner as any earned vacation day.

3 **Section 9.5 Regular Part-time Employees:** Holiday time for regular part-time nurses will be
4 provided on a pro-rated basis. The straight time hours compensated in the pay period preceding the
5 pay period of the holiday shall be compared to the compensated hours in the period for a full-time
6 position. The resulting factor shall be multiplied by eight (8) hours to determine the amount of
7 holiday time off due to the part-time employee.

1 **ARTICLE 10: SICK LEAVE AND LEAVES OF ABSENCE**

2 **Section 10.1 *Accrual Rate and Usage:*** A uniform plan for sick leave with pay shall be
3 granted to eligible Department employees as provided by King County Code 3.12.220, and
4 administered according to Department policies and procedures. Sick leave credit shall accumulate at
5 the rate of .046 hours for each hour on regular pay status as shown on the payroll, but not more than
6 forty (40) hours per week. New employees will accrue sick leave on an hourly basis to begin the first
7 of the month following the date of employment. Sick leave credit may be used for bona fide cases of:

- 8 a. Illness or injury which has incapacitated the employee from performing regular
9 duties.
- 10 b. Disability due to pregnancy and/or childbirth.
- 11 c. Medical or dental appointments.
- 12 d. Care for the employee's child under the age of eighteen who has a health condition
13 that requires medical treatment or supervision. Consistent with Chapter 49.12.270-295 RCW, and
14 implementing rules, employees shall be entitled to use accrued sick leave, vacation, or personal
15 holidays – at the employee's discretion - to care for a child with a health condition that requires
16 treatment or supervision, or a spouse, parent, parent-in-law, or grandparent of the employee who has a
17 serious health condition or an emergency condition.
- 18 e. Eligible employees may use accrued sick leave and other paid leave as provided by
19 King County Code 3.12.220 and Chapter 49.12.270-295 RCW.

20 **Section 10.2 *Disciplinary Action for Abuse of Sick Leave:*** Abuse of sick leave shall be
21 grounds for suspension or dismissal. Unlimited sick leave credit may be accumulated.

22 **Section 10.3 *Reimbursement Upon Retirement or Death:*** Upon retirement with at least five
23 years of County service, thirty-five percent (35%) of an employee's unused sick leave accumulation
24 can be applied to the payment of health care premiums, or to a cash payment at the straight time rate
25 of pay of such employee in effect on the day prior to his or her retirement. Upon the death of an
26 employee with at least five years of County service, thirty-five percent (35%) of such employee's
27 accumulated sick leave credits shall be paid to his/her estate.

28 Termination of an employee's continuous service, except by reason of temporary layoff due to

1 lack of work or funds, shall cancel all sick leave accrued at the time of such termination. Should an
2 employee resign in good standing or be laid off and return to employment within two (2) years, all
3 accrued sick leave will be restored.

4 **Section 10.4 *Wellness Incentive:*** Employees within the bargaining unit who, in a calendar
5 year ending on December 15 use less than thirty-three (33) hours of sick leave may convert sixteen
6 (16) hours of unused, accrued sick leave to two vacation days to be used in the next calendar year.

7 **Section 10.5 *Leaves of Absence:*** An unconditional leave of absence without pay for a period
8 not exceeding sixty (60) consecutive days may be granted by the Department Director.

9 A request for a leave of absence longer than sixty (60) days bearing the favorable
10 recommendation of the Department Director may be granted by the Human Resources Division
11 Manager.

12 No employee shall be given leave to take a position outside the Employer's service for more
13 than sixty (60) days in any calendar year, except where it appears in the best interests of the
14 Employer.

15 Leaves of absence of more than sixty (60) days may be conditional or unconditional with any
16 conditions set forth in writing at the time the leave is approved.

17 All requests for leaves of absence are to be requested in writing as far in advance as possible,
18 stating the reason for the leave and the amount of time requested.

19 At the expiration of the authorized unconditional leave of absence, a member of the
20 bargaining unit shall resume his/her same position (work site, title and shift); however, standing and
21 service credit shall be frozen at the commencement of the leave of absence and shall not continue to
22 accrue until the employee returns from said leave.

23 **Section 10.6 *Family and Medical Leave:*** Up to eighteen weeks of unpaid leave will be
24 granted in a rolling twelve (12) month period (a rolling twelve (12) month period as measured
25 backwards from the date an employee starts Family and Medical Leave). Family and Medical Leave
26 benefits shall be as provided in the King County Family and Medical Leave Ordinance (KCC
27 3.12.220 and Personnel Guidelines 14.4.5) and administered in accordance with the King County
28 Personnel Guidelines. The County agrees to maintain existing Family and Medical Leave benefits

1 during the term of this Agreement.

2 The employing Department will maintain its contribution for health benefits for the employee
3 during the period of family and medical leave.

4 **Section 10.6.1 Sick Leave Donation:** Employees covered by this Agreement are eligible for
5 the sick leave donation program provided in KCC 3.12.223 and the King County Personnel
6 Guidelines.

7 **Section 10.7 Military Leave:** Pursuant to RCW 38.40.060 Military leaves for public
8 employees, every officer and employee of the state or of any county, city, or other political
9 subdivision thereof who is a member of the Washington national guard or of the army, navy, air force,
10 coast guard, or marine corps reserve of the United States, or of any organized reserve or armed forces
11 of the United States shall be entitled to and shall be granted military leave of absence from such
12 employment for a period not exceeding fifteen days during each year beginning October 1st and
13 ending the following September 30th. Such leave shall be granted in order that the person may report
14 for active duty, when called, or take part in active training duty in such manner and at such time as he
15 or she may be ordered to active duty or active training duty. Such military leave of absence shall be in
16 addition to any vacation or sick leave to which the officer or employee might otherwise be entitled,
17 and shall not involve any loss of efficiency rating, privileges, or pay. During the period of military
18 leave, the officer or employee shall receive from the state, or the county, city, or other political
19 subdivision, his or her normal pay.

20 **Section 10.8 Jury Duty:** An employee working on other than a part time or temporary basis
21 shall suffer no monetary loss while on jury duty. The amount of any compensation derived from jury
22 duty during the employee's normal work schedule, except for transportation allowance, shall be
23 deducted from the gross pay due the employee for such period; provided that an employee excused by
24 the court on any day of such duty falling within his normal work schedule shall notify his supervisor
25 and if so directed report for work for the balance of his normal shift. An employee who is scheduled
26 off work during a period when called to serve jury duty will not suffer a loss of income as a result of
27 serving jury duty. An employee who is scheduled to work either evening or night shifts while on jury
28 duty shall not be required to report to work on any day when jury duty, including travel time, requires

1 three or more hours of attendance. An employee who does not work his or her scheduled evening or
2 night shift due to jury duty shall not suffer a loss of income as a result of serving on jury duty. An
3 employee shall be relieved of regular duties a minimum of sixteen (16) hours prior to reporting to
4 serve jury duty. Similarly, there must be a minimum of sixteen (16) hours between the time the
5 employee is dismissed from jury duty and the time the employee must report for regular duties.

6 **Section 10.9 Required Court Appearance:** An employee who is subpoenaed to appear in
7 court on work related business shall be paid as if working for all time spent in court or in preparation
8 for such appearance as approved by the Department, including reasonable travel time to and from the
9 work site during the employee's work shift.

1 **ARTICLE 11: BEREAVEMENT LEAVE**

2 **Section 11.1 *Annual Entitlement:*** Employees eligible for leave benefits shall be entitled to
3 three (3) working days (to a maximum of twenty-four hours) of bereavement leave per occurrence due
4 to death of members of their immediate family.

5 **Section 11.2 *Use of Sick Leave for Bereavement Purposes:*** Employees who have exhausted
6 their bereavement leave shall be entitled to use up to three days of sick leave (twenty-four hours) for
7 each instance when death occurs to a member of the employee's immediate family. One day of sick
8 leave per occurrence may be used for the attendance of a funeral of other than a close relative or a
9 significant person living in the employee's household.

10 **Section 11.3 *Pro-Rata Benefit for Part-Time Employees:*** Part-time regular and part-time
11 term-limited temporary employees shall be entitled to bereavement leave and sick leave for
12 bereavement in the same proportion as the number of hours worked is to the number of hours
13 scheduled for a full-time position.

14 **Section 11.4 *Definition of Immediate Family:*** For purposes of this Article, a member of the
15 immediate family is construed to mean:

- 16
- | | |
|---------------------------------------|---|
| 17 • Children | • Children of spouse or domestic partner |
| 18 • Parents | • Parents of spouse or domestic partner |
| 19 • Siblings | • Siblings of spouse or domestic partner |
| 20 • Grandchildren | • Grandchildren of spouse or domestic partner |
| 21 • Grandparents | • Grandparents of spouse or domestic partner |
| 22 • Spouse or domestic partner | • Legal Guardian |
- 23
24
25
26
27
28

1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

2 **Section 12.1 *Continuation of the Plan:*** Medical/Dental and Life Insurance benefits shall be
3 as negotiated through the County Joint Labor Management Insurance Committee which negotiates
4 with collective bargaining representatives of County employees as a group.

5 **Section 12.2 *Benefit Eligibility:*** Full-time regular, part-time regular, provisional, probationary
6 and term-limited temporary employees shall be eligible for receipt of all benefits under the County's
7 medical, dental, vision and life insurance programs as determined by the County Joint Labor
8 Management Insurance Committee.

9 **Section 12.3 *Plan Changes:*** In the event the County Joint Labor Management Insurance
10 Committee negotiates a change in medical, dental, vision or life insurance plans which result in a
11 decrease in benefits or increase in costs for nurses, the County will meet to discuss the impact of the
12 changes.

13 **Section 12.4 *Industrial Insurance:*** Employees covered by this Agreement shall be covered
14 by the County Industrial Insurance Plan and any supplement thereto as provided by County ordinance.
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1 **ARTICLE 13: HOURS OF WORK AND OVERTIME**

2 **Section 13.1 *Work Day*:** Eight (8) hours shall constitute a normal day's work and five (5)
3 consecutive days a normal week's work.

4 **Section 13.2 *Work Week*:** The basic work week shall begin at 12:00 a.m. Sunday and end at
5 11:59 p.m. Saturday. Any shift which begins before 12:00 a.m. Sunday will be considered entirely
6 within the work week in which the shift begins. Other seven day work week beginning and ending
7 times may be designated to accommodate unusual schedules (such as the 9/8 alternative schedule).
8 Copies of schedules and alternative work week designations shall be provided to the Department
9 Administrative Services Manager who shall forward copies to the Association and to Labor Relations
10 of the Human Resources Division, Department of Executive Services.

11 **Section 13.2.1 *"Flexing a schedule"*** means that on a day-to-day basis the employee may
12 request or agree to a revision in the schedule of work hours, working more hours than scheduled on
13 one day and less on another day during the same work week. Upon mutual agreement between the
14 employee and the supervisor, the schedule may be flexed provided that overtime will be due for hours
15 worked in excess of forty (40) in a work week.

16 **Section 13.3 *Overtime*:** Except as provided in Section 13.2 above, for regular full-time and
17 regular part-time employees, all work performed over forty (40) hours in any one (1) work week or
18 over eight (8) hours in one (1) work day or over ten (10) hours per day depending on the employee's
19 regular schedule, shall be considered as overtime and shall be paid for at the overtime rate of one and
20 one-half (1-1/2) times the regular rate of pay provided that overtime work is authorized by the
21 employee's supervisor. For part time and temporary employees, overtime pay shall be due for all
22 hours worked over forty (40) in any one seven (7) day work week. The Department will make a good
23 faith effort to minimize the use of overtime.

24 **Section 13.3.1 *Compensatory Time*:** Overtime may be compensated by compensatory time
25 off at the rate of one and one-half (1-1/2) times the overtime hours worked, provided the employee
26 requests compensatory time accrual in advance and the supervisor approves. Employees may not
27 have a balance of more than forty (40) hours of compensatory time. All compensatory time not used
28 by the end of a calendar year will be paid in cash. Exception: if use was not feasible due to work

demands of the position, the employee may request and the Division Manager may approve the carryover of up to forty (40) hours of accrued compensatory time. No requests for compensatory time accrual will be approved for the last pay period of a calendar year (December 16 through December 31). Use of compensatory time off must be approved in advance as for vacation leave.

Section 13.4 *Alternate Work Schedules:* An alternative work schedule is defined as any schedule of hours of work other than the traditional five eight-hour days within a seven-day work week. Examples of alternative work schedules include but are not limited to:

4 - 10 hour work days

A 9/8-off alternating work week schedule (the record keeping time-sheet for this schedule must be the one which meets the FLSA standards dividing between two work weeks mid shift on the fifth day of work which is either 8 hours or a day off.)

In administering the four (4) day, forty (40) hour work week, the following working conditions shall prevail:

- a. Overtime shall be paid for any hours worked in excess of the established work day of at least eight (8) hours or overtime shall be paid for any hours in excess of forty (40) hours per week.
- b. Vacation benefits shall be accrued and expended on an hourly basis.
- c. Sick leave benefits shall be accrued and expended on an hourly basis.
- d. Holidays shall be granted in accordance with Article 9 of this Agreement.
- e. Employee participation shall be on a voluntary basis.
- f. Every six (6) months all alternative work schedules will be reviewed by the affected nurse(s) and the immediate supervisor. The Department or the employee shall provide 60 days notice of their intent to discontinue the alternative schedule, unless the employee and the Department mutually agree to waive the sixty (60) day requirement.

Section 13.5 *Standby/Callback/Clinical Call:* Whenever an employee covered by this Agreement is placed on standby duty by the Department, the employee shall be available at a pre-designated location to respond to emergency calls and, when necessary, return immediately to work. The Department will first seek volunteers for nurses to be on standby. If not enough volunteers are

1 available, the Department will utilize a system providing appropriate consideration for seniority to be
2 developed by a staffing committee for each site regularly utilizing standby to fill gaps in the standby
3 schedule. Employees who are placed on standby duty by the Department shall be paid at the rate of
4 ten percent (10%) of the straight time hourly rate of pay listed in Addendum A for all hours assigned.
5 The Department reserves the right to determine the standby assignments.

6 If an employee is required to return to work while on standby duty, the employee will be paid
7 time and one-half (1-1/2) for all hours worked with a minimum of three (3) hours due. Standby pay
8 and callback pay shall not be paid simultaneously.

9 Phone calls received by nurses on standby which do not result in the need to return to work
10 shall be logged and paid for at time and one-half (1-1/2) for actual hours worked with a five (5)
11 minute minimum. It is understood that phone calls while on standby do not constitute a callback.

12 Nurse Practitioner Clinical Call: Nurse practitioners placed on Clinical Call shall be paid at
13 the rate of twelve (12) percent of the straight time hourly rate of pay listed in Addendum A for all
14 hours on Clinical Call. Telephone calls received by nurse practitioners on Clinical Call shall be
15 logged and paid for at time and one-half (1-1/2) for all hours worked with a five (5) minute minimum.
16 The Department reserves the right to determine the Clinical Call assignments.

17 In lieu of the Standby/Callback/Clinical Call pay as provided herein, an employee may choose
18 compensatory time equivalent to such pay.

19 **Section 13.6 *Schedule Changes:***

20 **Section 13.6.1 *Non-Jail Schedules:*** The Department recognizes the need to give employees
21 timely notice of schedules and schedule changes. To that end, the Department shall make reasonable
22 efforts to ensure the final schedule is posted at least ten (10) days before the schedule takes effect.
23 Prior to changing an employee's regularly scheduled day off, the supervisor shall first contact the
24 employee to discuss said change.

25 Once the final schedule has been posted, any change by the Department to the employee's
26 schedule with less than twenty-four (24) hours notice, shall be by mutual consent. Both parties
27 acknowledge that a change of duties or an overtime assignment does not constitute a schedule change.
28 If the Employer deems it necessary to establish work schedules other than a Monday through Friday

1 schedule, or other than forty (40) hours per week in the non-jail facilities, the Employer shall notify
2 the Association and bargain any impact such a change may have on the unit's wages, hours and
3 working conditions.

4 **Section 13.6.2 Jail Schedules:** The Department recognizes the need to give employees
5 timely notice of schedules and schedule changes. To that end, the Department shall post the final
6 schedule at least ten (10) days before the schedule takes effect. Major schedule changes affecting the
7 majority of nurses in Jail Health Services will be negotiated with the Association prior to
8 implementation. The employer will limit required shift changes to two per month with at least fifteen
9 (15) hours off between changes. A shift change shall be defined as a change of working hours in
10 which a majority of working time occurs in a different shift.

11 Prior to changing an employee's regular scheduled pattern, the supervisor shall first contact
12 the employee to discuss said change. The Department reserves the right to make temporary changes
13 to the schedule to ensure the staffing of the facility in cases of emergency (i.e., immediate vacancies,
14 medical leave coverage, unanticipated absence of a scheduled nurse). Prior to changing the schedule,
15 the employer will seek volunteers and utilize available temporary staff. Once the final schedule has
16 been posted, any change by the Department to the employee's schedule, shall be by mutual consent.
17 Both parties acknowledge that a change of duties or an overtime assignment does not constitute a
18 schedule change.

19 In the event of wide-scale changes in scheduling patterns at the jail, available patterns will be
20 posted for bidding at the Jail Health Services (JHS) site for at least fourteen (14) calendar days.
21 Nurses at the JHS site shall have the opportunity to bid, based on seniority in the site and FTE level,
22 for the shift and days off/on pattern. When individual scheduling patterns become available, the
23 pattern will be posted for at least fourteen (14) days. When patterns become available, irrespective of
24 whether it is wide-scale or a single pattern, schedules may be temporarily filled pending the outcome
25 of the bidding process. Implementation date of the newly assigned pattern will be by mutual consent
26 of impacted employee and supervisor.

27 For purposes of pattern bidding, employees transferred to a new jail site will be entitled to use
28 only one-half (1/2) of their seniority credit for the first eighteen (18) months at the new site. After

1 eighteen (18) months, such employees will be entitled to use their full seniority credit for such pattern
2 bidding.

3 **Section 13.7 Negotiations:** The Department will provide paid release time for 2 employee
4 representatives in negotiations.

5 **Section 13.8 Consecutive Weekend Work/Shift Rotation:** The Department and the
6 Association agree that bargaining unit employees have a legitimate interest in limiting and/or
7 eliminating the practice of mandating the regular rotation of employee's work shifts (i.e., days to
8 evenings and back to days, on a rotating basis). It is further recognized that bargaining unit
9 employees have a legitimate interest in limiting the amount of consecutive weekend work required of
10 employees. To this end, the Department agrees to the following:

11 1. A "scheduling committee" shall continue to meet at least monthly at affected jail
12 sites for the purpose of exploring the use of alternative staffing patterns that would reduce and/or
13 eliminate the need to rotate shifts and would enhance the ability to allow nurses to work a schedule
14 providing for every other weekend off; and

15 2. If regular nurses are regularly required to work outside their specific budgeted FTE
16 (80 hrs/2 week = 1.0 FTE, *within .2 FTE of the position held by the impacted employee*), the
17 Association may request that the position be reviewed to determine whether it is feasible to increase
18 or decrease the position's FTE. If such change is jointly determined, the Department Director shall
19 make a request to the Budget Office.

1 **ARTICLE 14: WORK OUTSIDE OF CLASSIFICATION**

2 **Section 14.1 *Payment for Work in a Higher Classification:*** Whenever an employee is
3 assigned by proper authority to perform all the duties and accept all of the responsibility of an
4 employee at a higher paid classification, he/she shall be paid at the rate established for such
5 classification while performing such duties and accepting such responsibility. Proper authority shall
6 be a supervisory employee in the line of organization outside of the bargaining unit, and if his
7 position is to be filled, proper authority shall be his/her supervisor. An employee properly assigned
8 work in a higher level classification shall be paid at the first step in the higher salary range of the
9 higher level job classification or at the salary step in the higher classification that most closely
10 approximates a five percent increase over the employee's current rate of pay, whichever is greater.
11 Payment for work in a higher classification may not exceed the top step of the new range.

12 **Section 14.2 *Temporary Work in a Lower Classification:*** If an employee is assigned to
13 work temporarily in a lower level job classification, the employee shall be paid at his/her regular rate
14 of pay.

15 **Section 14.3 *Regular Work in a Lower Classification:*** If an employee works in a lower
16 level job classification on a regular basis, at his or her request or in lieu of a layoff, the employee will
17 be paid at his/her same step in the salary range of the lower job class or if necessary, be frozen at their
18 old base rate for a maximum of three (3) months. During this period of pay freezing, employees shall
19 not be eligible for cost of living increases, longevity pay and/or any other wage adjustments.

1 **ARTICLE 15: CONFERENCE COMMITTEES**

2 **Section 15.1 Local Conference Committees:** The Department jointly with the elected
3 representative of the employees covered by Addendum A of this Agreement shall establish a Local
4 Conference Committee at each work site to assist with mutual problems regarding nursing personnel
5 and client care, and for the purpose of discussing and facilitating the resolution of all problems which
6 may arise between the parties other than those for which another procedure is provided by law or by
7 other provisions of this Agreement. The function of the committee shall be limited to an advisory
8 rather than a decision-making capacity. Such committee shall be on a permanent basis and meet as
9 mutually agreed and operate according to mutually agreed ground rules. The Committee shall consist
10 of three representatives of administration and three representatives of the employees (one of whom
11 may be the Local Unit Chairperson or his/her designee). The representatives may be rotated as
12 needed depending on the issues to be discussed. A local conference committee may refer subjects to
13 the Executive Conference Committee.

14 **Section 15.2 Executive Conference Committee:** An Executive Conference Committee is
15 established for issues affecting the Department or bargaining unit as a whole, except for matters for
16 which another procedure is provided by law or other provisions of this Agreement. The Executive
17 Conference Committee shall consist of equal numbers of representatives of administration and the
18 Association. Association representatives shall be the elected officers of the bargaining unit.

19 The Executive Conference Committee shall operate according to mutually agreed ground
20 rules. The function of the committee shall be limited to an advisory rather than a decision-making
21 capacity.

22 **Section 15.3 Nursing Practice Committee:** The parties agree to establish and maintain a
23 Nursing Practice Committee. The Committee shall consist of three Association members and three
24 representatives of the Department. The Association shall designate the Committee chair. The
25 purpose of the Committee shall be to develop recommendations to the Executive Conference
26 Committee and the Department on issues of nursing practice and client care. The Committee shall
27 meet during the month prior to the scheduled Executive Conference Committee meeting. The
28 Nursing Practice Committee Report shall be a standing agenda item for the Executive Conference

1 Committee.

2 **Section 15.4 Conference Committee Operations:** The parties agree that the ground rules of
3 the Executive Conference Committee and Nursing Practice Committee will include provisions for
4 recording and distributing meeting minutes.

5 Association representatives to the Conference Committees and Nursing Practice Committee
6 shall be provided release time with pay to attend meetings.

7 **Section 15.5 Preceptor Program:** The parties agree to include the preceptor program as an
8 agenda item for the Executive Conference Committee at the first meeting after the effective date of
9 this Agreement.

10 **Section 15.5.1** A Preceptor is a Licensed Practical Nurse, Registered Nurse, Public Health
11 Nurse, Advanced Practice Nurse Specialist or Advanced Registered Nurse Practitioner with at least
12 one year of continuous relevant experience who is assigned specific responsibility for planning
13 organizing, teaching, and evaluating the new skill development of a student intern or nurse employed
14 by the Department who is participating in a specific Preceptor Program. Inherent in the Preceptor
15 role is the responsibility for specific, criteria-based, and goal directed education for a defined time
16 period.

17 **Section 15.5.2** A Preceptor may or may not be a Lead Nurse. It is understood that nurses in
18 the ordinary course of their responsibilities will be expected to participate in the general orientation
19 process of new nurses without receiving Preceptor pay. This includes providing information, support
20 and guidance to new nurses in the Department.

ARTICLE 16: STAFF DEVELOPMENT

Section 16.1 *Staff Development:*

Staff development issues shall be a proper subject for discussion in the Nursing Practice Committee. Upon request by the Association the parties shall discuss:

a. The orientation program for newly hired nurses which shall include a site-specific orientation as well as the general orientation for the Department. Local Conference Committees shall discuss the formulation of site specific orientations.

b. The orientation program for nurses transferring to a position requiring significantly different duties and/or skills.

c. In service meetings, including development of programs; status of programs offered and level of participation.

Section 16.2 *Continuing Education Time:* The Department and the Association agree continuous upgrading of employees skills and knowledge is beneficial to providing quality health care services to the public. Therefore employees covered by this Agreement are encouraged to take advantage of opportunities available for continuing education. To this end, it shall be a policy of the Department to allow regular LPNs, RNs and PHNs four (4) days (32 hours) and ARNPs five (5) days (40 hours) of paid leave annually for purposes of attending seminars and classes to earn continuing education outside of the Department. Other paid leave for this purpose and in-house educational programs shall be at the discretion of the Department Head. Employees who are approved to attend a continuing education seminar or class pursuant to the above referenced policy on a day off shall be compensated at their regular rates, including applicable premiums, for all time spent, and shall be entitled to an additional unpaid day off within thirty (30) days of the continuing education seminar or class. All such leave shall first be scheduled and approved by the employee's supervisor. For this purpose, part-time employees shall be due a prorated amount. The proration shall be determined based on the hours worked in the preceding calendar year divided by the hours scheduled for a full-time position during the same time period.

1 **ARTICLE 17: REDUCTION-IN-FORCE/LAYOFF/ REHIRS**

2 **Section 17.1 Definitions:** The following definitions shall apply for the purposes of
3 administering this Article:

4 **a. Seniority** is the employee's total uninterrupted time in the bargaining unit,
5 measured as total compensated hours, up to a cap of 2088 hours for each consecutive 12-month
6 period. If two employees have equal seniority, seniority shall be determined by the adjusted service
7 date reflecting the employee's date of hire into a King County regular career-service position.

8 **b. Layoff** is the involuntary termination of employment or reduction of work hours.
9 An involuntary increase in the standard working hours of a position shall create the same vacancy and
10 bumping rights for employees whose hours are increased as are created by the terms of this Article for
11 employees in a layoff/reduction in force situation.

12 **c. Classification (also Job Class or Job Classification)** is a group of positions that
13 are sufficiently similar in their duties, responsibilities and authority that the same descriptive title may
14 be used to designate each position allocated to the class. The classifications covered by this
15 Agreement are listed in Addendum A.

16 **d. Qualified** means the employee possesses the required knowledge, skills and
17 abilities to competently perform the duties of a position; including required licenses and/or
18 certifications, and would be eligible to be appointed to the position as a new hire.

19 **e. Employment Sector** means the locality of the assigned work site of the employee
20 subject to layoff:

21
22 **Jail Health Services (JHS) Sector;** Sites include:

23 King County Correctional Facility

24 Regional Justice Center Jail

25
26 **North Sector;** Includes sites north of I-90, plus Columbia. Major sites in North Sector include:

27 North

28 Northshore

1 Eastgate
2 Downtown Seattle
3 First Hill
4 Harborview Medical Center
5 Columbia

6 **South Sector;** Includes sites south of I-90. Major sites in South Sector include:

7 Renton
8 Kent
9 Federal Way
10 Auburn
11 Roxbury
12 White Center

13 **Section 17.2** When the Department determines there is a need to reduce, or increase the
14 working hours of existing positions, the Department shall identify by job class and work site which
15 positions(s) are to be eliminated or increased.

16 **Section 17.3** An incumbent employee in a position impacted by a change in FTE, either a
17 decrease or an increase, shall be notified at least thirty calendar days prior to the effective date. The
18 notice will include information about the options provided in this Section. A copy of the notice will
19 be provided to the Association. The employee shall be allowed fourteen calendar days to elect one of
20 the following options:

21 a. The employee may choose to be placed in a vacant position within the bargaining
22 unit for which the employee is qualified. In the case of an involuntary increase in hours, an affected
23 employee shall be given first right of refusal over the increased hours before such position is posted.
24 The Department must offer a vacant bargaining unit position to a qualified employee subject to layoff,
25 if the position is the same classification as the position from which the employee is laid off, and if the
26 Department intends to fill the position. The Department will inform the employee of all, available
27 vacant positions that the Department intends to fill.

28 b. The employee may voluntarily move to a vacant bargaining unit position in another

1 job class, provided the employee is qualified and the Department intends to fill the position.

2 c. The employee may displace (bump) the least senior employee in the same job class
3 within the same Employment Sector, provided the employee is qualified for the position and has more
4 seniority than the incumbent employee. A Nurse Practitioner without prescriptive authority shall not
5 bump a Nurse Practitioner with prescriptive authority.

6 d. An employee may bump the least senior employee in a bargaining unit
7 classification within the same Employment Sector with a lower salary range, provided the employee
8 is qualified for the lower-paid position and has more seniority than the incumbent employee, if there
9 is no other employee with less seniority in the job class of the employee to be laid off.

10 e. An employee may choose to be laid off rather than exercise the options above.

11 **Section 17.4** When the Department determines to eliminate, reduce, or increase the hours of
12 multiple positions, the incumbents in the positions to be affected shall be notified at least thirty
13 calendar days prior to the effective date. The notice will include information about the options
14 provided in Section 3 of this Article. A copy of the notice will be provided to the Association. The
15 employees shall be allowed fourteen calendar days to select their options under Section 3 above using
16 the following procedure:

17 a. The employees will designate a first, second and third choice among the options;

18 b. Option choices will be allocated in order of seniority, the most senior employee
19 having priority; provided, however, bumping choices will be allocated according to c. below, and
20 vacant positions will be allocated according to e. below:

21 c. It is the intent for bumping to proceed in reverse seniority order; that is, the least
22 senior employee within the Employment Sector will be displaced first. No employee may be bumped
23 ahead of the least senior employee in the Employment Sector in the same job classification. The
24 Department will provide employees subject to layoff with a list of positions held by the lowest-
25 seniority employees within the employees' job classification and Employment Sector; the number of
26 such positions will be equal to the number of positions to be eliminated in that job classification and
27 Employment Sector. An employee may designate as an option a position from this list which is not
28 held by the least senior employee; however, the option will not be available unless the lower-seniority

1 employee(s) on the list is (are) displaced.

2 d. An exception to c. above may be authorized by the Department Director, with
3 notice to the Association, only if bumping out of order is required to retain essential skills or
4 qualifications.

5 e. If two or more employees select the same vacant position, the position will be
6 offered to the employee within the same Employment Sector; however, if the employees both work
7 within the same Employment Sector, the position will be offered to the most senior employee. An
8 employee may choose to be laid off rather than exercising the options above.

9 **Section 17.5** Once the employee has selected an option, the selection may not be changed
10 except by approval of the Department Director or designee.

11 **Section 17.6** The Chief of Nursing Services shall determine which positions an employee
12 subject to layoff is qualified to select as an option, according to the definition in Section 1.d. of this
13 Article. This decision shall be final. The determination whether an employee is qualified will
14 assume an appropriate orientation to the new position.

15 **Section 17.7** Employees who transfer or bump into a position due to a layoff shall not serve a
16 probation period; however, if an employee from another Sector transfers into a position in the JHS
17 Sector, the employee will serve a six-month trial service period. In the event the employee does not
18 successfully complete trial service, the employee will be afforded the layoff options provided under
19 Sections 3.a., 3.b. and 3.e. of this Article.

20 **Section 17.8** Employees who are laid off or placed in a position with reduced hours as a
21 result of the layoff procedures in this Article shall be placed on a recall list for a period of two years
22 from the date of layoff or reduction of hours. Employees shall be recalled to openings in the
23 classification from which laid off in seniority order, the most senior to be recalled first. Refusal of a
24 job offer may be grounds for removal from the recall list, except that an employee may refuse a
25 position that is less than full-time if the employee had a full-time position at the time of layoff or
26 reduction. The Department will offer positions to qualified and available employees on the recall list
27 before making any offers to persons outside the Department.

28 **Section 17.9** The Department and/or Human Resources Division of the Department of

1 Executive Services may offer additional layoff options.

2 **Section 17.10** Any career service employee covered by this Agreement who separates from a
3 career service bargaining unit position in good standing, and returns to a career service bargaining
4 unit position within two years of separation, will be credited with previously accrued bargaining unit
5 seniority.

1 **ARTICLE 18: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Contract shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within
6 thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or
7 provisions shall remain in full force and effect.

1 **ARTICLE 19: WAIVER CLAUSE**

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement,
6 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
7 not specifically referred to or covered in this Agreement.

1 **ARTICLE 20: SAFETY STANDARDS**

2 **Section 20.1 *Safe Working Conditions:*** Safe working conditions shall be provided in
3 compliance with the Washington Industrial Safety and Health Act (WISHA).

4 **Section 20.2 *WISHA Standards:*** All work shall be performed in a competent manner in
5 accordance with the Washington Industrial Safety and Health Act (WISHA).

6 **Section 20.3 *Protective Clothing and Equipment:*** Protective devices, protective equipment
7 and protective clothing when required by the employer, laws or regulations, will be furnished to and
8 used by the employees.

9 **Section 20.4 *Safety Meetings:*** At least one designated representative from each of the three
10 sectors in the bargaining unit will be allowed time off with pay to attend departmental safety
11 meetings. The employee will notify his/her supervisor in advance of such meeting so as to minimize
12 conflict with regularly assigned duties.

13 **Section 20.5 *Employees Must Comply with Safety Rules:*** It shall be the duty of every
14 employee covered by this Agreement to comply with established safety rules, promote safety and to
15 assist in the prevention of accidents.

16 **Section 20.6 *Employee Participation in Safety Program:*** All employees covered by this
17 Agreement are expected to participate and cooperate in the Employer's Safety Program. At the
18 annual OSHA/WISHA training and once per year in the Health Beat the employer shall present an
19 explanation of its Safety Program to employees.

20 **Section 20.7 *Internal Resolution of Safety Concerns:*** Employees shall present unresolved
21 safety issues to the Employer's Safety Committee prior to presenting same to an outside agency
22 empowered with upholding the state WISHA law.

1 **ARTICLE 21: DEFINITIONS**

2 **Section 21.1 “Career service employee”** means a county employee appointed to a career
3 service position as a result of the selection procedure provided for in King County Code, Chapter 3,
4 as amended, and who has completed the probationary period.

5 **Section 21.2 “Career service position”** means all positions in the county service except for those
6 which are designated by Section 550 of the charter as follows: All elected officers; the county auditor, the
7 clerk and all other employees of the county council; the county administrative officer; the chief officer of
8 each executive department and administrative office; the members of all boards and commissions;
9 administrative assistants for the executive and one administrative assistant each for the county
10 administrative officer, the county auditor, the county assessor, the chief officer of each executive
11 department and administrative office and for each board and commission; a chief deputy for the county
12 assessor; one confidential secretary each for the executive, the chief officer of each executive department
13 and administrative office, and for each administrative assistant specified herein; all employees of those
14 officers who are exempted from the provisions of this chapter by the state constitution; persons employed
15 in a professional or scientific capacity to conduct a special inquiry, investigation or examination; part-time
16 and temporary employees; administrative interns; election precinct officials; all persons serving the county
17 without compensation; physicians; surgeons; dentists; medical interns; and student nurses and inmates
18 employed by county hospitals, tuberculosis sanitariums and Departments of the county.

19 Divisions in executive departments and administrative offices as determined by the county
20 council shall be considered to be executive departments for the purpose of determining the
21 applicability of Section 550 of the charter.

22 All part-time employees shall be exempted from career service membership except, effective
23 January 1, 1989, all part-time employees employed at least half time or more, as defined by ordinance,
24 shall be members of the career service.

25 **Section 21.3 “Employee”** means any person who is employed in a career service position or
26 exempt position.

27 **Section 21.4 “Employed at least half time or more”** means employed in a regular position
28 which has an established work schedule of not less than one-half the number of hours of the full-time

positions in the work unit in which the employee is assigned or when viewed on a calendar year basis, 910 hours or more in a work unit in which a work week of more than thirty-five but less than forty hours is standard or 1040 hours or more in a work unit in which a forty hour work week is standard. If the standard work week hours within a work unit varies (for instance, employees working both thirty five and forty hours), the director, in consultation with the department, will be responsible for determining what hour threshold will apply

Section 21.5 “Full-time regular employee” means an employee employed in a full-time position and, for full-time career service positions, is not serving a probationary period.

Section 21.6 “Full-time regular position” means a regular position which has an established work schedule of not less than thirty-five hours per week in those work units in which a thirty-five hour week is standard, or of not less than forty hours per week in those work units in which a forty-hour week is standard.

Section 21.7 “Part-time employee” means an employee employed in a part-time position. Under Section 550 of the charter, part-time employees are not members of the career service.

Section 21.8 “Part-time position” Means an other than a regular position in which the part-time employee is employed less than half time, that is less than 910 hours in a calendar year in a work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter. Where the standard work week falls between thirty-five and forty hours, the director, in consultation with the department, will be responsible for determining what hour threshold will apply. Part-time position excludes administrative intern.

Section 21.9 “Part-time regular employee” means an employee employed in a part-time regular position and, for part-time career service positions, is not serving a probationary period. Under Section 550 of the charter, such part-time regular employees are members of the career service.

Section 21.10 “Part-time regular position” means a regular position in which the part-time regular employee is employed for at least 910 hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour work week is standard or for at least 1040 hours but less than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard.

1 **Section 21.11 “Position”** means a group of current duties and responsibilities assigned by
2 competent authority requiring the employment of one person.

3 **Section 21.12 “Probationary employee”** means an employee serving a probationary period in
4 a regular career service position. Probationary employees are temporary employees and excluded
5 from career service under Section 550 of the charter.

6 **Section 21.13 “Probationary period”** means a period of time constituting the final step in the
7 competitive screening process for career service or for promotion from one career service position to
8 another. An appointment to the career service, whether following successful completion of an initial
9 probationary period of county employment or a promotional probationary period, shall not be final
10 unless the employee successfully completes this probationary period.

11 **Section 21.14 “Provisional appointment”** means an appointment made in the absence of a
12 list of candidates certified as qualified by the director. Only the director may authorize a provisional
13 appointment. An appointment to this status is limited to six months.

14 **Section 21.15 “Provisional employee”** means an employee serving by provisional
15 appointment in a regular career service position. Provisional employees are temporary employees and
16 excluded from career service under Section 550 of the charter.

17 **Section 21.16 “Regular position”** means a position established in the county budget and
18 identified within a budgetary unit’s authorized full time equivalent (FTE) level as set out in the budget
19 detail report.

20 **Section 21.17 “Temporary employee”** means an employee employed in a temporary position
21 and, in addition, includes an employee serving a probationary period or is under provisional
22 appointment. Under Section 550 of the charter, temporary employees are not members of the career
23 service.

24 **Section 21.18 “Temporary position ”** means a position which is not a regular position as
25 defined in this chapter and excludes administrative intern. Temporary positions include both term-
26 limited temporary positions as defined in this chapter and short-term (normally less than six months)
27 temporary positions in which a temporary employee works less than 910 hours in a calendar year in a
28 work unit in which a thirty-five hour work week is standard or less than 1040 hours in a calendar year

1 in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
2 chapter. Where the standard work week falls between thirty-five and forty hours, the director, in
3 consultation with the department, will be responsible for determining what hour threshold will apply.

4 **Section 21.19 “Term-limited temporary employee”** means a temporary employee who is
5 employed in a term-limited temporary position. Term-limited temporary employees are not members
6 of the career service. Term-limited temporary employees may not be employed in term-limited
7 temporary positions longer than three years beyond the date of hire, except that for grant-funded
8 projects, capital improvement projects, and information systems technology projects the maximum
9 period may be extended up to five years upon approval of the director. The director shall maintain a
10 current list of all term-limited temporary employees by department.

11 **Section 21.20 “Term-limited temporary position”** means a temporary position with work
12 related to a specific grant, capital improvement project, information systems technology project, or
13 other non-routine, substantial body of work, for a period greater than six months. In determining
14 whether a body of work is appropriate for a term-limited temporary position, the appointing authority
15 will consider the following:

16 **a. Grant-funded projects:** These positions will involve projects or activities that are
17 funded by special grants for a specific time or activity. These grants are not regularly available to or their
18 receipt predictable by the county.

19 **b. Information systems technology projects:** These positions will be needed to plan and
20 implement new information systems projects for the county. Term-limited temporary positions may not be
21 used for on-going maintenance of systems that have been implemented.

22 **c. Capital improvement projects:** These positions will involve the management of major
23 capital improvement projects. Term-limited temporary positions may not be used for on-going
24 management of buildings or facilities once they have been built.

25 **d. Miscellaneous projects:** Other significant and substantial bodies of work may be
26 appropriate for term-limited temporary positions. These bodies of work must be either non-routine
27 projects for the department, or related to the initiation or cessation of a county function, project, or
28 department.

1 **e. Seasonal positions:** These are positions with work for more than six consecutive
2 months, half-time or more, with total hours of at least 910 in a calendar year in a work unit in which a
3 thirty-five hour work week is standard or at least 1040 hours in a calendar year in a work unit in which a
4 forty-hour work week is standard, that due to the nature of the work have predictable periods of inactivity
5 exceeding one month.

6 **f. Temporary placement in regular positions:** These are positions used to back fill
7 regular positions for six months or more due to a career service employee's absence such as extended
8 leave or assignment on any of the foregoing time-limited projects.

9 All appointments to term-limited temporary positions will be made by the appointing
10 authority in consultation with the director prior to the appointment of term-limited temporary
11 employees.

12 **Section 21.21 "Nurse Practitioner Clinical Call"** means using professional judgment and
13 expertise to advise other nursing staff on medical orders, medication management, and treatment
14 direction when other advanced health care providers are not available on site.

15 **Section 21.22 "Working Days"** for purposes of Article 6 Grievance Procedure shall be
16 defined as Monday through Friday excluding observed holidays.

17 **Section 21.23 "Supervisor"** shall be defined as an employee of the Department holding a
18 position outside this bargaining unit having authority, in the interest of an employer, that may include
19 the following duties: hire, assign, promote, transfer, layoff, recall, suspend, discipline, or discharge
20 other employees, or to adjust their grievances, or to recommend effectively such action, if in
21 connection with the foregoing the exercise of such authority is not merely routine or clerical in nature
22 but calls for the consistent exercise of independent judgment, and shall not include any persons solely
23 by reason of their role as a "Charge Nurse".

24 **Section 21.24 "Charge Nurse"** shall be defined as a member of this bargaining unit who,
25 while continuing to perform the same duties as other employees in the unit, shall have limited
26 supervisory responsibility for directing the work of other employees in the unit. A Charge Nurse
27 shall not have authority to hire, fire, or discipline, nor effectively recommend any of these actions.

28 **Section 21.25 "Appointing Authority"** means the county council, the executive, chief

1 officers of executive departments and administrative offices, or division managers having authority to
2 appoint or to remove persons from positions in the county service.

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1 **ARTICLE 22: WORK STOPPAGES**

2 **Section 22.1 No Work Stoppages:** The Employer and the Association agree that the public
3 interest requires the efficient and uninterrupted performance of Department services and to this end
4 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the life
5 of this Agreement, the Association or its members shall not cause or condone any work stoppage,
6 strike, slow down or other interference with Department functions by employees under this
7 Agreement, and should same occur, the Association agrees to take appropriate steps to end such
8 interference. Employees covered by this Agreement who engage in any of the foregoing actions shall
9 be subject to such disciplinary action as may be determined by the Employer; including but not
10 limited to the recovery of any financial losses suffered by the Employer.

11 **Section 22.2 Association's Responsibilities:** In the event, however, that there is a work
12 stoppage or any other interference with Department functions which is not authorized by the
13 Association, the Employer agrees that there shall be no liability on the part of the Association, its
14 officers or representatives; provided that in the event of such unauthorized action they first meet the
15 following conditions:

16 a. Within not more than six (6) hours after the occurrence of any such unauthorized
17 action, the Association shall publicly disavow the same by posting a notice on the bulletin boards
18 available in each Department work area, stating that such action is unauthorized by the Association.

19 b. The Association, its officers and representatives, will, in good faith, use every
20 reasonable effort to terminate such unauthorized action.

21 c. The Association shall not question the unqualified right of the Employer to
22 discipline or discharge employees engaging in or encouraging such action. It is understood that such
23 action on the part of the Employer shall be final and binding upon the Association and its members
24 and shall in no case be construed as a violation by the employer of any provisions in this Agreement.
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1 **ARTICLE 23: TERM OF AGREEMENT**

2 This Agreement shall become effective when ratified by the parties unless a different
3 effective date is specified, and covers the period of January 1, 2004 through December 31, 2006.
4 Written notice must be served by either party upon the other party of its intent to terminate or modify
5 this Agreement not less than sixty (60) days nor more than ninety (90) days prior to December 31,
6 2003.

7
8 **APPROVED** this _____ day of _____, 2004

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11
12 By _____

13 King County Executive

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17 SIGNATORY ORGANIZATION:

18
19
20 _____
21 WASHINGTON STATE NURSES ASSOCIATION

ADDENDUM A
WASHINGTON STATE NURSES ASSOCIATION
SEATTLE-KING COUNTY DEPT OF PUBLIC HEALTH
STAFF NURSES
WAGES EFFECTIVE 1/1/04

Union Code: WSNAB, WSNAL

Class Code	PeopleSoft Number	MSA Number	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
3309100	333501	8325	Advanced Practice Nurse Specialist	\$26.27	\$27.13	\$28.38	\$29.27	\$31.02	\$32.18	\$33.38	\$34.47	\$34.96	\$36.05
3309100	333502	8730	Advanced Practice Nurse Specialist - Jail	\$30.21	\$31.20	\$32.64	\$33.66	\$35.67	\$37.01	\$38.39	\$39.64	\$40.20	\$41.46
3313100	332101	8339	Advanced Registered Nurse Practitioner	\$27.14	\$28.03	\$29.32	\$30.23	\$32.04	\$33.24	\$34.49	\$35.60	\$36.11	\$37.24
3313110	332102	8732	Advanced Registered Nurse Practitioner - Jail	\$31.21	\$32.23	\$33.72	\$34.76	\$36.85	\$38.23	\$39.66	\$40.94	\$41.53	\$42.83
3311100	331202	8336	Licensed Practical Nurse	\$15.55	\$15.93	\$16.35	\$16.70	\$17.14	\$17.69	\$18.00	\$18.50	\$18.94	\$19.40
3311110	331203	8734	Licensed Practical Nurse - Jail	\$17.88	\$18.32	\$18.80	\$19.21	\$19.71	\$20.34	\$20.70	\$21.28	\$21.78	\$22.31
3312200	331402	8338	Public Health Nurse	\$23.71	\$24.55	\$25.45	\$26.75	\$27.63	\$28.74	\$29.87	\$30.35	\$30.84	\$31.61
3312210	331403	8735	Public Health Nurse - Jail	\$27.27	\$28.23	\$29.27	\$30.76	\$31.77	\$33.05	\$34.35	\$34.90	\$35.47	\$36.35
3312100	331302	8337	Registered Nurse	\$21.71	\$22.59	\$23.46	\$24.30	\$25.04	\$25.84	\$26.72	\$27.68	\$28.63	\$29.64
3312110	331303	8733	Registered Nurse - Jail	\$24.97	\$25.98	\$26.98	\$27.95	\$28.80	\$29.72	\$30.73	\$31.83	\$32.92	\$34.09

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
WASHINGTON STATE NURSES ASSOCIATION

Representing Staff Nurses in the Department of Public Health

Within three (3) months of the final implementation of the 2004-2006 WSNA/Seattle King County Public Health Agreement, WSNA and the Department shall meet to discuss the feasibility of a pilot project implementing 12-hour shifts in Jail Health Services. Implementation of any such pilot project shall be by the mutual agreement of WSNA and the Department.

For King County:

<hr/>	<hr/>
	Date

For Washington State Nurses Association:

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	Date